

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract ID Code Firm-Fixed-Price	Page 1 OF 1
2. Amendment/Modification No. PO0807		3. Effective Date JAN 22 2004	4. Requisition/Purchase Req No. SEE SCHEDULE	5. Project No. (If applicable)	
6. Issued By TACOM WARREN BLOC 231 ANSTA-AQ-AHLA JAY HAMMER 15861574-8043 WARREN, MICHIGAN 48397-8000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: HAMMERJ@TACOM.ARMY.MIL		Code W5CKSV	7. Administered By (If other than Item 6) DCMA HUNTSVILLE BIRMINGHAM GROUP BURGER PHILLIPS CENTER 1910 THIRD AVE. NORTH, RM 201 BIRMINGHAM, AL 35203-2376		Code S0101A
8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) UNITED DEFENSE LP STEEL PRODUCTS DIVISION 2101 W 10TH ST BOX 1030 ANNISTON, AL 36201-4223			9A. Amendment Of Solicitation No. 9B. Dated (See Item 11) 9C. Modification Of Contract/Order No. DAAR07-03-C-0019 9D. Dated (See Item 13) 2003MAR31		
TYPE BUSINESS: Large Business Performing in U.S.			SCD A PAS NONE ADF PT HQ011H		
Code 02K00		Facility Code			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendments; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. **FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting And Appropriation Data (If required)
ACRN: AE NET INCREASE: \$4,987.00

13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS

It Modifies The Contract/Order No. As Described In Item 14.

KTND MOD CODE: J

☒ A. This Change Order is Issued Pursuant To: actual Agreement of the Parties The Changes Set Forth in Item 14 Are Made In The Contract/Order No. in Item 10A.

☐ B. The Above Numbered Contract/Order is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth in Item 14, Pursuant To The Authority of FAR 43.103(b).

☐ C. This Supplemental Agreement is Entered Into Pursuant To Authority Of:

☐ D. Other (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return _____ copies to the Issuing Office.

14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE SECOND PAGE FOR DESCRIPTION

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. Name And Title Of Signer (Type or print) Cynthia T. Garrison Contract Adm		16A. Name And Title Of Contracting Officer (Type or print) VITO EUCCARO EUCCARO@TACOM.ARMY.MIL 15861574-7078	
15B. Contractor/Officer Cynthia T. Garrison (Signature of person authorized to sign)	15C. Date Signed 01/20/04	16B. United States Of America By Vito Euccaro (Signature of Contracting Officer)	16C. Date Signed JAN 22 2004

NSN 7540-01-152-8070
PREVIOUS EDITIONS UNUSABLE

30-105-02

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA FAR (48 CFR) 53.243

CONTINUATION SHEET

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PIIN/SIIN DAAE07-03-C-M019

MOD/AMD P00007

Name of Offeror or Contractor: UNITED DEFENSE LP

SECTION A - SUPPLEMENTAL INFORMATION

1. Contract Totals: P00007

	PRIOR TOTAL	THIS ACTION	REVISED TOTAL
Funded for Firm			
Fixed Price:	\$12,832,088.06	\$4,987.00	\$12,837,075.06
Total Contract			
Amount:	\$12,832,088.06	\$4,987.00	\$12,837,075.06

*This Modification P00007 follows P00006 for funding purposes.

2. The Parties agree that the purpose of this modification is as follows:

a. That Sections A and I of the Contract are modified to incorporate changes reflected in this modification.

(1). Section I is changed as follows:

Clause IF0161 "Notification of Changes" has been deleted and is being replaced with the full text version of the Clause IF6161 "Notification of Changes".

The text in IF6161 reflects the following changes or additions:

Paragraph (b) Titled "Notice", line 3, is changed to read, " within thirty (30) calander days from the date the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications).
Paragraph (d) Titled "Government response", the first line is changed to read: " within thirty (30) calander days after receipt of notice, respond to the notice in witing.

b. Set forth incentive payment in the amount of \$4,987.00 under the provisions of FAR 52.226-1, "Utilization of Indian Organizations and Indian Owned Economic Enterprises". The contractor has purchased \$99,740.04 worth of component parts for this contract from Indian owned businesses. Under the provisions of the FAR the Government agrees to refund the contractor five percent 5% (\$4,987.00) of the total purchase of materials. Payment is based on the contractors proposal submitted on 26 November, 2003.

Purchase Order	Indian Owned Co.	Total Cost
P720078	S&K Electronics, Inc	\$72,392.52
P720286	Patterson Machine, Inc	\$1,578.52
P720517	Bethel Manufacturing	\$1,270.50
P720522	Bethel Manufacturing	\$151.80
P720791	S&K Electronics, Inc	42 ea \$12,299.70 40 ea \$10,776.80
P721024	Bethel Manufacturing	\$498.00
P721078	Patterson Machine, Inc	\$697.20
P721086	Muskogee Metal Works	\$75.00
	TOTAL	\$99,740.04

CLIN 0006AA, SERVICES LINE ITEM, is created in the amount of \$4,987.00 as funding for this action.

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- c. CLIN 0001AC The Inspection, Acceptance and FOB are changed from Destination to Origin.
 - d. CLIN 0001AD The Inspection, Acceptance and FOB are changed from Destination to Origin.
3. Except as provided herein, all other terms and conditions of this contract remain unchanged and in full force and effect.

*** END OF NARRATIVE A 018 ***

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Name of Offeror or Contractor: UNITED DEFENSE LP

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>REWORK</u></p> <p>NOUN: PAINT 43 VEH 3 COLOR CAMMO PRON: 7238C00172 PRON AMD: 09 ACRN: AA AMS CD: 31200496010</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001 W80KTY03072C001 Y00000 M 1 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u> 001 43 30-DEC-2003</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>	43	EA	\$ 486.13697	\$ 20,903.89

Name of Offeror or Contractor: UNITED DEFENSE LP

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																						
0001AD	<div>FAN TOWERS</div> <div>NOUN: FAN TOWERS PRON: 7238C00172 PRON AMD: 09 ACRN: AA AMS CD: 31200496010</div> <div>Packaging and Marking</div> <div>Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin</div> <div>Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W80KTY03072C001 Y00000 M 1 DEL REL CD QUANTITY DEL DATE 001 17 30-DEC-2003</div> <div>FOB POINT: Origin</div> <div>SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</div>	17	EA	\$ 1,796.54700	\$ 30,541.30																						
0006	SECURITY CLASS: Unclassified																										
0006AA	<div>SERVICES LINE ITEM</div> <div>NOUN: INDIAN BUSINESS INCENTIVE PRON: 7238C01072 PRON AMD: 01 ACRN: AE AMS CD: 31200496010</div> <div><table><tr><td>Purchase orders</td><td>Amount</td></tr><tr><td>P720078</td><td>\$72,392.52</td></tr><tr><td>P720286</td><td>\$1,578.52</td></tr><tr><td>P720517</td><td>\$1,270.50</td></tr><tr><td>P720522</td><td>\$151.80</td></tr><tr><td>P720791</td><td>\$12,299.70</td></tr><tr><td></td><td>\$10,776.80</td></tr><tr><td>P721024</td><td>\$498.00</td></tr><tr><td>P720178</td><td>\$697.20</td></tr><tr><td>P721086</td><td>\$75.00</td></tr><tr><td>TOTAL</td><td>\$99,740.04</td></tr></table></div>	Purchase orders	Amount	P720078	\$72,392.52	P720286	\$1,578.52	P720517	\$1,270.50	P720522	\$151.80	P720791	\$12,299.70		\$10,776.80	P721024	\$498.00	P720178	\$697.20	P721086	\$75.00	TOTAL	\$99,740.04				\$ 4,987.00
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Name of Offeror or Contractor: UNITED DEFENSE LP

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT					
	Five percent \$4,987.00 (End of narrative C001) <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DLVR SCH PERF COMPL <table><tr><td><u>REL CD</u></td><td><u>QUANTITY</u></td><td><u>DATE</u></td></tr><tr><td>001</td><td>0</td><td>30-SEP-2004</td></tr></table> \$ 4,987.00	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	0	30-SEP-2004			
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>								
001	0	30-SEP-2004								

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Name of Offeror or Contractor: UNITED DEFENSE LP

SECTION G - CONTRACT ADMINISTRATION DATA

LINE ITEM	PRON/ AMS CD/ MIPR	OBLG STAT/ ACRN JOB ORD NO	PRIOR AMOUNT	INCREASE/DECREASE AMOUNT	CUMULATIVE AMOUNT
0006AA	7238C01072	AE 1 \$	0.00 \$	4,987.00 \$	4,987.00
	31200496010	3ZGB05			
	A13P30107204				
			NET CHANGE \$	4,987.00	

SERVICE NAME	NET CHANGE BY ACRN	ACCOUNTING CLASSIFICATION	ACCOUNTING STATION	INCREASE/DECREASE AMOUNT
Army	AE	21 32033000035R5R03P31200425FB S20113	W56HZV	\$ 4,987.00
				NET CHANGE \$ 4,987.00

	PRIOR AMOUNT OF AWARD	INCREASE/DECREASE AMOUNT	CUMULATIVE OBLIG AMT
NET CHANGE FOR AWARD: \$	12,832,088.06	\$ 4,987.00	\$ 12,837,075.06

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MOD/AMD P00007

Name of Offeror or Contractor: UNITED DEFENSE LP

SECTION I - CONTRACT CLAUSES

Status	Regulatory Cite	Title	Date
I-1 DELETED	52.243-7	NOTIFICATION OF CHANGES	APR/1984
I-2 CHANGED	52.243-7	NOTIFICATION OF CHANGES	APR/1984

(a) Definitions. Contracting Officer, as used in this clause, does not include any representative of the Contracting Officer. Specifically authorized representative (SAR), as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within Thirty (30) calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--

- (1) the date, nature, and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- (3) The identification of any documents and the substance of any oral communication involved in such conduct;
- (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including--
 - (i) What contract line items have been or may be affected by the alleged change;
 - (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
 - (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
 - (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
- (6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) Continued performance. Following submission of the notice required by (b) above, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in (b) above, notice shall be given in the manner provided. All directions, communications, interpretations, orders, and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.

(d) Government response. The Contracting Officer shall promptly, within Thirty (30) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either--

- (1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;
- (2) Countermand any communication regarded as a change;
- (3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or
- (4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2), or (3) above, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter

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by which the Government will respond.

(e) Equitable adjustments.

(1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made--

(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in (b) and (c) above.

NOTE: The phrases contract price and cost wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

[End of Clause]